



Interoffice Memorandum

June 3, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "Raymond E. Hanson".

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
June 18, 2019 BCC Meeting
First Amendment to Water Conserv II Agreement for the
Design, Construction and Reimbursement of a Booster Pump
Station between City of Orlando and Orange County
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Engineering Division
407-254-9719**

This consent agenda item requests authorization from the Board for the approval of the First Amendment to Water Conserv II Agreement for the Design, Construction and Reimbursement of a Booster Pump Station between City of Orlando ("City") and Orange County ("County"). This amendment to the reimbursement agreement updates the costs and terms of the original agreement which was approved on April 3, 2012.

Reclaimed water is pumped from the City's McLeod Road and the County's South Regional Water Reclamation Facilities to the Water Conserv II Distribution Center in western Orange County. The existing 54-inch pipeline can distribute an additional 15 million gallons per day (mgd) with the construction of this booster pump station.

The City will receive a proportional share of the 15 mgd additional capacity based on the prorated cost of the project. The City agrees to reimburse the County a not-to-exceed amount of \$4,000,000. The County will receive the remainder of the capacity. The latest construction bid estimate is \$17,888,000 which includes a 10% contingency, and is an increase from the original construction bid estimate of \$12,000,000.

Orange County Attorney's Office staff have reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval and execution of First Amendment to Water Conserv II Agreement for the Design, Construction and Reimbursement of a Booster Pump Station by and between Orange County and City of Orlando with an estimated total project cost of \$17,888,000, including the City's not-to-exceed amount of \$4,000,000.

District 1.

BCC Mtg. Date: June 18, 2019

**FIRST AMENDMENT TO WATER CONSERV II AGREEMENT FOR
THE DESIGN, CONSTRUCTION AND REIMBURSEMENT OF A
BOOSTER PUMP STATION**

THIS FIRST AMENDMENT TO WATER CONSERV II AGREEMENT FOR THE DESIGN, CONSTRUCTION AND REIMBURSEMENT OF A BOOSTER PUMP STATION (the "Amendment") is made and entered into as of the date of last execution below (the "Effective Date"), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "County"), whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801, and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 400 South Orange Avenue, Orlando, Florida 32801. The City and the County may also be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the City and the County jointly own, operate, and maintain a publicly owned water reclamation facility known as the Water Conserv II Water Reclamation Facility ("Water Conserv II") for the distribution of reclaimed water for irrigation and aquifer recharge; and

WHEREAS, the City and the County entered into the Orange County/City of Orlando Southwest 201 Wastewater Facilities Interlocal Cooperation Agreement Contract No. S-83-2 (the "Interlocal Agreement"), on July 28, 1983, to address the design, construction, expansion, operation, and maintenance of Water Conserv II; and

WHEREAS, the City and the County entered into the Water Conserv II Agreement for the Design, Construction and Reimbursement of a Booster Pump Station on February 17, 2012 (the "Original Agreement") setting forth the terms and conditions under which the Booster Pump Station would be constructed and reimbursed by the City and the County; and

WHEREAS, Section 2(b) of the Original Agreement provides preliminary estimates for the cost of the Booster Pump Station with the City's estimated share not to exceed \$4,000,000.00; and

WHEREAS, Section 7 of the Original Agreement provides for payment of the Project, as "Project" is defined in the Original Agreement; and

WHEREAS, Section 9 of the Original Agreement provides the distribution of ownership and capacity in the transmission line; and

WHEREAS, the projected costs of the Booster Pump Station have increased since the Original Agreement was approved by the City and the County; and

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WHEREAS, certain provisions of the Agreement need revision and the Parties desire to enter into this Amendment for the purpose of amending (i) the preliminary estimates for the cost of the Booster Pump Station, and (ii) the City's and the County's proportional cost of the Project and capacity ownership in the Project according to the City's estimated share cost for the project.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

SECTION 1. RECITALS.

All of the recitals set forth above are true and correct, and are incorporated in and made a part of this Amendment by reference.

SECTION 2. AMENDED PROJECT COSTS AND PAYMENT OF COSTS.

The second paragraph of Section 2.(b) is hereby deleted in its entirety and replaced with the following: "Design estimates for construction costs of the Project are Seventeen Million Eight-Hundred Eighty-Eight Thousand Dollars (\$17,888,000.00). The City's estimated share shall not exceed Four Million dollars (\$4,000,000.00). The County shall pay the remainder of the project costs."

The third paragraph of Section 2(b) is hereby deleted in its entirety and replaced with the following: "If the bid amounts exceed Seventeen Million Eight-Hundred Eighty-Eight Thousand Dollars (\$17,888,000.00), the City shall have the following options:

1. The City may opt out of the Project and this Agreement will terminate;
2. The City may adjust its percentage of the future capacity and will be responsible for payment of costs based on the adjusted future capacity;
3. The Parties can renegotiate this Agreement and amend it in writing."

The second sentence of the fourth paragraph of Section 2(b) is hereby deleted in its entirety and replaced with the following: "When the bid has been awarded, the City's share for the payment of costs shall not exceed Four Million dollars (\$4,000,000) or a proportion as otherwise agreed ("City Portion") plus change orders in an amount not to exceed ten percent (10%) of the City Portion (the City Portion plus the allocation for change orders referred to as "Construction Funding Cap").

SECTION 3. AMENDED CAPACITY.

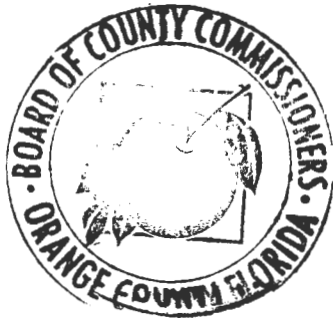
Section 9. is hereby deleted in its entirety and replaced with the following: "The anticipated total additional capacity available from the Project is 15 million gallons per day ("mgd"); thus, the County's estimated prorated share of additional capacity will be approximately 12 mgd, and the City's estimated prorated share will be approximately 3 mgd based on the estimated cost contributions in Section 2. Upon the Parties acceptance

and ownership of the Project, the City shall own a proportion of the additional capacity made available in the transmission line based on its prorated share of the Project Costs. The County shall own the remaining additional capacity made available in the transmission line, unless the respective capacity allocations are modified pursuant to Section 2.”

SECTION 4. ORIGINAL AGREEMENT IN FULL FORCE.

Except as expressly modified herein, the Original Agreement as amended by this Amendment, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the CITY and the COUNTY have below caused this Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Bryon W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 18 Jun 19

Attest: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Katie Priest*
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: *J. L. Hill*
Mayor / Mayor Pro Tem

Date: 5-13-19

Attest:

By: *Denise Aldridge*
Denise Aldridge
City Clerk

APPROVED AS TO FORM AND LEGALITY:

For the use and reliance of Orlando, Florida

5/3, 2019

[Signature]
Roy K. Payne, Esq.

Chief Assistant City Attorney, Orlando, FL

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